

18-752

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
PENNSYLVANIA

HERBERT L. JOSEPH II
Plaintiff,
v.

FILED

MAR 13 2019

ALLEGHENY COUNTY AIRPORT AUTHORITY
ALLEGHENY COUNTY POLICE
CITY OF PITTSBURGH POLICE,
And
CITIZENS BANK
Defendants.

CLERK U.S. DISTRICT COURT
WEST. DIST. OF PENNSYLVANIA

PLAINTIFF'S SECOND AMMENDED COMPLAINT AND NEW MATTER

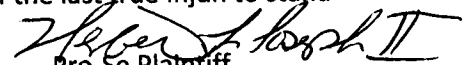
1. Plaintiff, Herbert L. Joseph II, was a permittee at the Pittsburgh International Airport for over twenty years. He ceased to be a licensed permittee due to the continual malfeasance towards his Federally Trademarked Trademark entity, JN Limousine.
2. Plaintiff previously sued the Allegheny County Airport Authority (hereinafter "Authority") in this court in 2003, with a final disposition issued in 2005.
3. It is Plaintiff's contention now, as it was in prior litigation, that Plaintiff was, and still is treated in a manner substantially different than other permittees, thus making the Authority's culpable in Federal District Court.
4. The actions of the Authority consisted of treating plaintiff differently than other permittees by claiming that Plaintiff's Insurance Notification clause to the Authority in the event of cancellation was not worded properly by his insurance carrier, Progressive.
5. Plaintiff located other permittees with the same Insurance carrier (Progressive) and discerned that his Notice of Cancellation was worded correctly.
6. Plaintiff's Insurance provider, Progressive Commercial, sent over two dozen corrections to the Authority's counsel, since relieved of their duties by mutual consent due to the unwanted publicity generated by both parties (the "Authority" and their counsel) atrocious trampling upon Plaintiff's Civil Rights, behavior so despicable that careers will eventually be held accountable.
7. The despicable, heinous and intentional garroting of Plaintiff's lifeline of continual revenue derived from fees generated from Airport fares was not done to other permittees.
8. Plaintiff was singled out for exclusionary discipline designed to put uppity Negro Injuns in their place.
9. No other permittee has been subject to such shameful financial castration.
10. Defendant Authority's behavior towards Plaintiff is indicative of serious Federal Civil Rights violations.
11. It is submitted that Plaintiff has met the requisites needed to have Justice delivered in this Court

NEW MATTER

12. Defendant requests this court to remove counsel Reed Smith from the case due to their intentional slander of Plaintiff and attempt to inflict sickness upon him in the dead of winter.

13. Plaintiff, financially destitute and forced to walk many miles to tend to his affairs due to the desire of all defendants to ensure that all Negro-Injuns stay in their place; namely last place, Entered defendant's counsel offices following a 4 mile trek from home, sweating profusely.
14. Plaintiff, not wishing to catch pneumonia and saunter about in the Reed Smith Lobby while they tended to a defective communication system, simply told the very ill placed desk receptionist that he had no time to dilly about while they tended to their defective communications system.
15. Plaintiff then left his court filings at the desk and was there when this person thrust the papers at him and ordered him to wait.
16. Plaintiff DID NOT have money for postage stamps. Plaintiff has hand-delivered virtually all litigation papers to date.
17. It is submitted that the receptionist, under instruction of Citizen's Bank attorneys, Reed Smith, the latter also being her employer, sought to cause great physical distress to Plaintiff, encouraging him to take sick and DIE like his relative did some 261 years earlier when he visited Pittsburgh in the dead of winter to Break the 1793 Treaty of Greenville. Red Pole was the Shawnee Chief who died a month after being "supposedly" held here by frozen rivers. He died on January 28, 1797.
18. Reed Smith, through their ill placed lobby receptionist, sought to keep Plaintiff in the lobby long enough so that he might take sick, and take an early exit from this inhospitable town.
19. It is further submitted that Plaintiff will continue to be financially destitute to the extent that in person hand delivery is the best method for delivering required notices to all defendant's.
20. WHEREFORE, Plaintiff's request that this court remove Reed Smith as counsel for Defendant Citizen Bank.
21. In addition, Plaintiff will be adding another defendant shortly, The Fairmont Hotel, who have willfully disparaged Plaintiff by telling his customers that he was not a legitimate entity with which to do business.
22. Defendant Reed Smith and the Fairmont share the same premises, and as such, it is not known whether the former may have initiated this slander.
23. Defendant, Citizens Bank, through their attorneys of now questionable character, have sought to force Plaintiff to sign the enclosed paper.
24. Plaintiff thus asks this court to shame the once stalwart Reed Smith firm and remove these rogues from this litigation.
25. It should be further noted that Plaintiff has made numerous deliveries to an attorney of their firm, an outstanding attorney who represented Whole Plants LLC in a Real Estate matter, and never had any difficulties.

WHEREFORE, Plaintiff prays that this Court allow this case to continue, or, in the alternative, provide him a lead as to a Pro-Bono firm that thinks it just to protect the rights of the last true Injun to stand tall in this territory.


Pro-Se Plaintiff
432 Parkwood Road
Pittsburgh, PA 15210

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ReedSmith

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reedsmith.com

January 9, 2019

By Registered Mail

Herbert L. Joseph II
432 Parkwood Road
Pittsburgh, PA 15210

RE: Cease and Desist Harassment

Dear Mr. Joseph:

As a follow to my phone call, I am the Director of Global Security for Reed Smith LLP, and I am investigating a security matter in connection with your continued harassment and unprofessional behavior toward our personnel.

Your entry into our facility located at 225 Fifth Avenue, Pittsburgh, PA 15222 on January 07, 2019, at approximately 1025 hrs, where you intentionally engaged in a course of conduct to harass, annoy and alarm our personnel, caused severe annoyance and alarm.

In addition, my phone call to you on Monday, January 7, 2019, to enjoin your conduct was encountered with your lewd, threatening and obscene language response.

You are ordered to stay away from the Reed Smith facility located at 225 Fifth Avenue, Pittsburgh, PA 15222, and to refrain from harassing our personnel in-person, by phone, or by written or electronic mail.

As a party in the *Joseph v. Allegheny County Airport Authority et al.* (2:18-cv-00752-DWA) matter, you may deliver by U.S. Mail to counsel any filings or communications relating to the litigation.

Your repeated and offensive conduct where you threaten, insult and slander our personnel constitutes harassment. You are ordered to stop such activities immediately, as they are in violation of the law. See PA. Stat. § 2079 a (3)(4).

If your conduct continues, Reed Smith will pursue any and all legal remedies available against you, including filing a criminal complaint with law enforcement, seeking a restraining order to enjoin your conduct, and suing you.

This letter acts as your **final warning** to stop your illegal conduct before Reed Smith LLP, pursues legal actions against you.

Herbert L. Joseph II
January 9, 2019
Page 2

ReedSmith

In order to halt any legal action Reed Smith LLP, may take against you, you must fill in and sign the below form and mail it back to me within 10 days of your receipt of this letter. Failure to do so will act as evidence of your infringement upon Reed Smith LLP, legal rights, and we may immediately seek legal avenues to remedy the situation.

CEASE AND DESIST COMPLIANCE AGREEMENT

I, _____, do hereby agree to stop making harassing communications to Reed Smith and its Attorneys which are in violation of its rights. I understand that this is my final opportunity to cease these activities. I understand that Reed Smith potentially has the right to pursue legal action against me relating to my engagement in these activities, but it will not pursue those rights in contemplation of my compliance with this written demand. I further understand that Reed Smith LLP., has not waived its rights and may pursue legal remedies against me if I fail to abide by this agreement. I understand that this agreement is not specifically limited to the activities named herein. I will not engage in any activity now or in the future done for the purpose of annoying, offending or harassing Reed Smith LLP., or its personnel. I further agree not to engage in any activity, regardless of its official title, that is done in violation of Reed Smith LLP. If I fail to cease performing these activities, Reed Smith LLP., may pursue legal action against me in accordance with Reed Smith LLP's., legal rights. This agreement acts as a contract between _____ and Reed Smith LLP. Forbearing enforcement of legally enforceable remedies is sufficient consideration to support this agreement. This agreement represents the entire agreement between the parties. Any statements made orally, written, or otherwise which are not contained herein shall have no impact on either parties' rights or obligations elaborated in this agreement.

Date _____

Printed Name _____

Signature _____

Sincerely,


Martin J. Pfeiffer

Director of Global Security

MJP: mjp

CERTIFICATE OF SERVICE

I hereby certify that on March 13, 2019, I hand filed at the Clerks of Courts office the foregoing Plaintiff's Second Amended Complaint and hand delivered the same to Defendant's counsel at the address below:

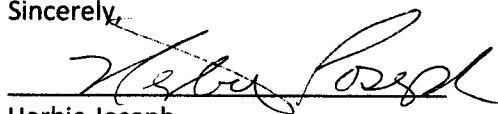
Ginevra F. Ventre
Reed Smith LLP
225 Fifth Avenue
Pittsburgh, PA 15222

(Not allowed in Building)
(Handed to stranger to walk inside)
(Plaintiff has no funds for postage)

Brandon J. Verdream
One Oxford Center, 14th floor
301 Grant Street
Pittsburgh, PA 15219

Lee M. Dellecker
Allegheny County Law Department
300 Fort Pitt Commons
445 Fort Pitt Blvd.
Pittsburgh, PA 15228

Yvonne Schlosberg Hilton
City of Pittsburgh Police
Law Department
414 Grant Street
313 City County Building
Pittsburgh, PA 15219
Sincerely,



Herbie Joseph
hjoseph@kwcommercial.com
412 721 9610 (cell)